

**MEMORANDUM OF UNDERSTANDING
BETWEEN
The KIPP Foundation
AND
Duke University**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby made and entered into by and between Duke University and The KIPP Foundation (the “Foundation”).

A. PURPOSE OF MOU:

The purpose of this MOU is to develop and expand a collaboration between Duke University and KIPP to develop programs, projects, and activities that will address college persistence challenges for students from low-income families who are also often first-generation college students.

B. OBJECTIVES:

The main objectives are to:

- Attract more KIPP students to Duke University, where they will have the opportunity to excel academically and contribute as leaders on campus and in the larger community;
- Achieve a graduation rate for KIPP alumni who enroll at Duke University (hereafter referred to as “Duke University KIPP Alumni”) no less than that of the overall Duke University student body (approximately 95% over 6 years); and
- Provide opportunities for the leadership and staff of both KIPP and Duke University to meet and create new strategies to address the challenges of college faced by students from low-income families who are also often first-generation college students.

C. FOUNDATION RESPONSIBILITIES: By signing this MOU, the Foundation agrees to do the following:

Support recruitment of KIPP students to Duke University by:

- Collaborating with KIPP schools and regions to provide Duke University access to recruit high performing candidates from the KIPP school network;
- Providing Duke University’s admissions office with access to contact and profile information for KIPP students who are potential candidates for Duke University, as permitted by federal and state student privacy laws;
- Subject to federal and state student privacy laws, using reasonable efforts to provide Duke University’s admissions office with a list of KIPP alumni who, to the Foundation’s knowledge, are applying for admission;
- Providing opportunities for Duke University representatives to meet with KIPP educators and KIPP Through College staff from across the country at the annual KIPP School Summit and other relevant KIPP gatherings;

- Collaborating with KIPP schools and regions to portray Duke University as an attractive higher education option and official “KIPP College Partner” to their current students, and encouraging students to pursue Duke University opportunities such as campus visits and pre-college programs; and
- Listing Duke University as a “KIPP College Partner” on KIPP publications, websites, and social media platforms.

Provide the Foundation’s College Partnership Director as a single point of contact to manage the collaborative commitment between Duke University and KIPP by:

- Managing communications with Duke University;
- Coordinating and attending an annual meeting of Duke University leadership and staff and KIPP leadership and staff to review the status of the collaboration and make appropriate adjustments; and
- Coordinating with KIPP Through College counselors and other KIPP staff who are involved in collaborative programs and activities.

Collaborate to improve college persistence and completion of Duke University KIPP Alumni by:

- Providing feedback from Duke University KIPP Alumni on what works to support first generation college students from low-income families; and
- Collaborating with Duke University staff to design on-campus workshops and programs for Duke University KIPP Alumni to improve persistence (e.g., FAFSA renewal information sessions, peer-to-peer mentoring, etc.).

Allow Duke University to use the designation “KIPP College Partner” publicly.

C. DUKE UNIVERSITY RESPONSIBILITIES: By signing this MOU, Duke University agrees to do the following:

Appoint a campus liaison at the Vice Provostial level who will be responsible for managing the relationship with the Foundation’s College Partnership Director and other KIPP staff. The campus liaison will:

- Identify at least one member of the teaching faculty and one professional staff member to assist with executing the commitments made by Duke University;
- Organize an annual meeting of KIPP leadership and staff and Duke University leadership and staff to review Duke University KIPP Alumni student progress and the success of recruitment and student support initiatives;
- Serve as an ambassador to other colleges and universities interested in collaborating with KIPP;
- Ensure that Duke University departments coordinate effectively to meet the needs of Duke University KIPP Alumni;
- Allocate adequate staff to conduct pre-enrollment outreach to ensure that KIPP students and alumni who have been admitted to Duke University (“KIPP Matriculates”) transition smoothly from high school to Duke University, including but not limited to:

- Ensuring that KIPP Matriculates and their families are encouraged to participate in the wide-range of on-campus events designed to facilitate transition to college, including activities specifically designed to support first-generation college students; and
- Developing and implementing affinity activities and structures for incoming KIPP Matriculates and Duke University KIPP Alumni
- Appoint staff to facilitate mentoring meetings and activities between older Duke University students and younger Duke University KIPP Alumni throughout the college experience;
- Ensure that meetings are held each semester at Duke University between Duke University KIPP Alumni, Duke University staff, and KIPP staff to discuss the quality of Duke University KIPP Alumni's campus experience as well as any topics relevant to college persistence; and
- Work with the appointed member of the teaching faculty and professional staff member to identify early alert triggers that decrease persistence and proactively work with Duke University KIPP Alumni and KIPP Through College counselors and advisors to counter those triggers.

Actively recruit 8-12 highly qualified KIPP alumni that will be competitive applicants, with the intent to enroll a successful cohort each year by:

- Targeting KIPP students and alumni during fall application outreach efforts (e.g., visiting KIPP schools and schools attended by KIPP alumni to the extent Admissions resources permit, inviting KIPP students and alumni to regional receptions and campus previews, sending targeted mailings, ensuring that KIPP students and alumni are invited to on campus recruitment activities, etc.);
- Developing materials and tools to help counselors, advisors, and KIPP students and alumni learn about the early decision process and the financial aid available to them as early decision applicants;
- Educating KIPP Through College counselors and advisors about Duke University (e.g., by inviting them to campus visits or campus events, or by sending Duke University representatives to KIPP events, etc.);
- Promoting pre-college opportunities to KIPP students, alumni, and KIPP Through College counselors;
- Identifying a single point of contact in the admissions office who will track KIPP student and alumni applicants and support them in the Duke University application process; and
- Ensuring that the point of contact in the admissions office will provide an additional review of all KIPP Alumni applications using a holistic admissions review process that considers the unique character, background, leadership potential, and diversity that KIPP Matriculates would contribute to Duke University's academic environment and community; the admissions process may include components such as a student interview.

Beginning in the summer of 2012, initiate conversations to consider developing a Duke University summer program offered to KIPPsters at no cost to those who attend.

The goals of the program may include:

- Strategies for success aimed at achieving college persistence and college completion within five years;
- Exposing KIPP students to the rigor and expectations of the college experience;
- Preparing KIPP students for the college application process (e.g., SAT/ACT, financial aid, and essay-writing workshops, etc.);
- Exposing KIPP students to rigorous college-level coursework with Duke University faculty through academic modules;
- Providing staff mentorship to support the social and emotional needs of participating students, manage the program's operations, and ensure that the program meets the goals agreed upon by KIPP and Duke University; and
- Providing an on-campus residential experience and opportunities to explore the surrounding community through volunteerism and service learning.

Make higher education more affordable for KIPP Matriculates by:

- Addressing the full financial need of all KIPP Matriculates;
- Supporting efforts to identify scholarship dollars for KIPP students who meet certain academic requirements;
- Ensuring that outside scholarships lower or reduce self-help components of KIPP Matriculates' financial aid packages (including but not limited to work study);
- Waiving application and deposit fees for KIPP students with high need applying to Duke University; and
- Allowing Duke University KIPP Alumni and/or other students enrolled at Duke University with Work-Study eligibility to use work-study dollars to mentor KIPP Matriculates .

Subject to federal and state student privacy laws, track and share academic data of Duke University KIPP Alumni with KIPP by:

- Executing a Family Educational Rights and Privacy Act ("FERPA") agreement that allows the sharing of student level data; and
- Tracking and compiling Duke University KIPP Alumni student data, including course selection, non-credit/remediation classes, cumulative GPA, and majors and enrollment rosters.

Allow KIPP to refer to Duke University as a "KIPP College Partner" publicly.

D. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION. Modifications to this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed.
2. USE OF DUKE UNIVERSITY'S LOGO. Duke University grants KIPP permission to use a recognized Duke University logo, provided by the university, for the exclusive use and purpose of promoting Duke University and the college partnership

program on materials distributed to KIPP schools, KIPP students and alumni, and on KIPP websites. All material that will include the logo (print and digital) requires prior written approval from Duke University.

3. USE OF DATA. Both KIPP and Duke University may use data about KIPP alumni who apply to, matriculate at, attend, and graduate from Duke University in public reports subject to applicable state and federal law regarding student privacy and education records with prior approval of the other entity.
4. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts KIPP or Duke University from participating in similar activities with other public or private agencies, organizations, and individuals.
5. TERMINATION. Either party, upon thirty (30) days written notice, may terminate the agreement in whole, or in part, at any time.
6. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Duke University: Stephen Nowicki
Dean and Vice Provost for Undergraduate Education
Duke University, Durham, NC 27708
Office: 919-668-3420 | Fax: 919-681-8997
snowicki@duke.edu

KIPP Foundation: Craig Robinson
National Director of Alumni Services
520 8th Avenue, Suite 2005 | New York, NY 10018
Direct: 646-381-1709 | Office: 212-233-5477 x7709 | Fax: 212-233-5454 | Cell: 917-224-8258
crobinson@kipp.org

7. STUDENT PRIVACY. The parties agree to abide by the Family Educational Rights and Privacy Act ("FERPA") and any other applicable federal and state laws/regulations addressing student privacy.

Duke University shall be responsible for obtaining from each Duke University KIPP alumnus/alumna, prior to disclosing any education records to KIPP that are protected by FERPA or any other applicable federal and state laws, a signed informed consent that allows Duke University to share the student's academic records with KIPP.

KIPP shall be responsible for obtaining from each current KIPP student, prior to disclosing any education records to Duke University that are protected by FERPA or any other applicable federal and state laws, a signed informed consent that allows KIPP to share the student's academic records with Duke University.

8. COMMENCEMENT DATE. This agreement is executed as of the date of last signature.
9. LIABILITIES. It is understood that no party to this MOU is the agent of the other, and no party is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or students (if applicable), howsoever caused.
10. RENEWAL. The parties will review this agreement on an annual basis and will decide at that time whether the agreement will be renewed for additional year(s).

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR: **Duke University**

Date: 5-23-12

Richard H. Brodhead

Name and Title: Richard Brodhead, President

FOR: **The KIPP Foundation**

Date: 5-24-12

Richard Barth

Name and Title: Richard Barth, CEO